State of Kansas

Kansas HIV/AIDS CARE Advisory Consortium By-Laws

(Rvsd: August 2006)

This AIDS Ribbon was designed by the Kansas Capital Area Chapter of the American Red Cross to raise hope and awareness and support the fight against HIV/AIDS

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ARTICLE I – NAME, PREAMBLE AND SERVICE AREA

Section 1.1 – Name

This organization shall be known as the Kansas HIV/AIDS CARE Advisory Consortium (CAC) serving the State of Kansas and located in the State of Kansas. The main offices of the CAC shall be located at the Kansas Department of Health and Environment, Bureau of Epidemiology and Disease Prevention, HIV/STD Program, 1000 SW Jackson, Suite 210, Topeka, Kansas, 66612-1274 until such time as the CAC may be determine it necessary or appropriate to relocate.

Section 1.2 - Duration

The existence of the CAC shall be perpetual except that it may be terminated by a majority decision of its members.

ARTICLE II - MISSION

The mission of the Kansas HIV/AIDS CARE Advisory Consortium is to develop and coordinate an effective and comprehensive statewide response to Kansans living with HIV/AIDS

ARTICLE III - PURPOSE

Section 3.1 – General

The CAC shall be responsible for advising the Kansas Department of Health and Environment concerning authorized funds under Title II of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act of 1990. The CAC shall also serve in an advisory capacity for other applicable local, state and federal funds appropriated for the affected populations. The purposes of the Kansas HIV/AIDS CARE Advisory Consortium is:

a. Serve as a planning body for HIV-infected health and human services;

b. Promote greater cooperation among all agencies in Kansas delivering HIV-related health and human services;

c. Work effectively with all Kansas groups working on HIV-related health and human service issues;

d. Solve problems collaboratively regarding the major issues in HIV-related health, human service and quality of life for the State of Kansas;

e. Develop and maintain an advocacy capacity for HIV-related services appropriate to the State of Kansas;

f. Provide HIV-related health and human service information to community providers and residents in order to increase accessibility and visibility of services;

g. Monitor implementation of plans developed by the CAC and evaluate services provided;

h. Participate in the development of the comprehensive plan for the development, organization, and delivery of HIV services, and education and prevention initiatives for individuals with HIV disease, those at risk of becoming infected, and those affected by the disease. The plan shall be compatible with existing state and local plans regarding the provision of services to individuals with HIV disease;

i. Determine the needs and establish priorities for the allocation of federal, state, and local funds as delegated by the granting authorities in accordance with the comprehensive plan and based upon the:

   1. Documented needs and epidemiological data of the HIV-infected/affected community, including an epidemiological-profile;
   2. Cost and outcome-effectiveness of proposed strategies and interventions, to the extent that such data are reasonable;
   3. Priorities of the HIV-infected/affected communities for whom the services are intended; and
   4. Availability of other governmental and non-governmental resources.

j. Allocate Ryan White Care Act funds, including those obligated towards the Minority AIDS Initiative (MAI), to a set of prioritized service categories, which are established through a yearly prioritization process;

k. Participate in the development of the statewide Coordinated Statement of Need (SCSN);

l. Ensure broad community involvement in all phases of its operations, especially in establishing community needs and priorities;

m. Act in an advisory capacity through representation at statewide Community Planning Group (CPG) meetings;

n. Provide input from regional perspectives to the statewide CPG; and

o. Ensure that regional priorities are in line with statewide priorities set by the body of the statewide CPG, and provide planning for the targeting of populations at high risk for HIV/STD infection.

ARTICLE IV - NON-DISCRIMINATION

The officers and members of the Consortium shall be selected entirely on a non-discriminatory basis with respect to age, gender, race, ethnicity, religion, disability, sexual orientation, or national origin, except as may be necessary to comply with applicable statutory and regulatory requirements. Affirmative efforts shall be made to ensure representation of populations infected or affected by Human Immunodeficiency Virus (HIV) and/or Acquired Immunodeficiency Syndrome (AIDS).

ARTICLE V - MEMBERSHIP

Section 5.1 - Composition of Voting Membership

The number of members of the Consortium shall be open. Anyone interested may become a member of the Kansas HIV/AIDS CARE Advisory Consortium by attending two in-person meetings within a one year period, including the current meeting. A current roster of participating members shall be updated after each meeting.

In soliciting individuals to apply to the Consortium, the Consortium outreach efforts shall strive to reach a diversity of affected populations, including demographically and geographically diverse individuals, as well as aim to have the Consortium membership reflect HIV-related institutional and community-based health and support services providers. A person shall become eligible to serve on the Steering Committee after attendance at three consecutive meetings.

The Membership Committee will initiate an active search for new Persons Living With HIV (PLWH) members and monitor and facilitate the timely and effective filling of these important vacancies on the steering committee. Vacancies of any type of representation will be actively addressed on at least a quarterly basis.

A voting member of the Consortium who is absent under any of the following circumstances during any planning year (January 1 – December 31) shall forfeit his/her membership on the Consortium:

1. Three consecutive regularly scheduled Consortium meetings, or
2. One-third of regularly scheduled Consortium meetings or standing committee meetings, or
3. Three consecutive meetings of a standing committee to which the member belongs.

Section 5.2 - Responsibilities of a Consortium Member

Each member of the Consortium shall have the following responsibilities:

A. Uphold the goals, objectives, policies and procedures of the Consortium;

B. Attend Consortium meetings and participate in the policy-making decisions of the Consortium;

C. Serve on a minimum of one committee in accordance with the provisions of Article VIII and as is suited to the member's interests, skills, and needs of the Consortium;

D. Contribute his or her professional and personal expertise to further the work of the Consortium

E. Members agree to participate in the planning, implementation, and evaluation of a comprehensive service plan for people living with HIV/AIDS in Kansas and to participate actively on one Committee

F. Personal Liability

   a. The members and co-chairs of the CAC and Steering Committee shall not be personally liable for any debt, liability, or obligation of the CAC and any decisions or resolutions that may result in changes in service delivery. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against such that the CAC may look only to the funds and property of the CAC for payment of any such contract or claim, or for payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable from the CAC.

Section 5.3 - Term of Members

CAC members will be considered to be active if they have attended at least two of the three most recent CAC meetings, including the current meeting.

Section 5.4 – Attendance

A voting member of the Consortium who is absent under any of the following circumstances during any planning year, which will reflect the calendar year (January 1- December 31) due to various federal funding streams, shall forfeit his/her membership on the Consortium:

1) Three consecutive regularly scheduled Consortium meetings; or

~~2)~~ One-third of regularly scheduled Consortium meetings or standing committee meetings; or

~~3)~~ Three consecutive meetings of a standing committee to which the member belongs.

Section 5.5 - Termination of Membership

Any member who fails to perform his/her duties as discussed in Section 5.4 or Section 5.5 shall be subject to removal without further cause. In addition, unreasonable conduct or behaviors that significantly interfere with the business of the Consortium are also grounds for termination of membership. The Steering Committee shall review terminations and shall submit a recommendation to the Consortium. A majority two third vote of a quorum of the Consortium shall be required for approval of termination.

Section 5.6 – Resignation of Membership

CAC members may resign at any time by submitting a written resignation to one of the two CAC Co-Chairs, to be effective upon receipt by the Co-Chair(s).

ARTICLE VI - MEETINGS

Section 6.1 - Frequency of Meetings

The Consortium shall meet not less than four times each year at such times and places as it may determine, or as may be specified in the notice of the meeting. Additional meetings of the Consortium may be called by the Chair, or by the consensus of the Steering Committee of the Consortium.

Regular meetings of the Kansas HIV/AIDS CARE Advisory Consortium are held at a minimum of four (4) months during the calendar year. The Kansas HIV/AIDS CARE Advisory Consortium Steering Committee shall meet at least one week prior to the meeting of the CAC.

Section 6.2 - Notice of Meetings

All Consortium members will be notified through two or more of the following means: express mail, telephone, facsimile, or e-mail. An agenda shall be prepared by the Chair or the Steering Committee and shall be posted and transmitted to Consortium members at least 48 hours (excluding weekends and holidays) before a meeting.

Notice of each meeting of the Consortium shall be mailed to each Consortium member at his or her last known address, as carried on the records of the organization, not less than ten (10) business days prior to the date of the meeting.

A minimum of five (5) business days will be required to notify members of an emergency meeting. Should an emergency meeting be called, all Consortium members will be notified through two or more of the following means: express mail, telephone, facsimile, or e-mail with the time and the place of the meeting.

Section 6.3 – Public Notice

The meetings of the Consortium shall be open to the public and shall be held only after adequate notice to the public is aggressively pursued in the form of meeting notice and/or agenda placed through one or more of the following venues:

- Online media such as the KDHE Website (http://www.kdhe.state.ks.us/hiv-std/index.html);
- Posting fliers through case management sites and/or other public agencies;
- Fliers in food boxes or other sources of direct care service to consumers; and/or

- Posting in newsletters and any other means to encourage client participation

Section 6.4 – Quorum

At any Consortium meeting or meeting of the Steering Committee, the presence of a majority (50% plus 1) of the voting members shall be necessary to constitute a quorum for the purpose of taking any action.

Section 6.5 - Conduct of Meetings

Regular and special meetings of the Consortium shall be conducted in an orderly manner in accordance with these bylaws and in all other points of business, by the latest edition of Robert's Rules of Order.

Section 6.6 – Voting

At any meeting of the Consortium at which a quorum of the current membership is present, each member serving in place of a voting member shall be entitled to one vote upon any question before the Consortium, except as noted in Article X, Section 9.1 C, and Conflict of Interest.

The Kansas HIV/AIDS CARE Advisory Consortium and the Kansas HIV/AIDS CARE Advisory Consortium Steering Committee shall make decision by majority vote. For a vote, one of the designated co-chairs will act as chairperson. A most recent revision of Robert's Rules of Order shall govern. In order to vote on the Steering Committee, the member must be present. HIV-infected persons are exempt from this rule and if need arises may authorize a proxy.

All motions leading to a vote will be tracked and maintained on a motion form to be completed by the person(s) making the motion, the person(s) seconding the motion and the exact wording of the motion being presented for vote. The chairperson will track outcomes of votes on the motion form. Motion forms will not be necessary during designated conference calls.

Section 6.7 – Minutes

Consortium staff shall prepare a draft of the minutes of each Consortium meeting. The minutes shall contain: a listing of those present; a description of the matters discussed and conclusions and/or actions reached; and copies of all reports received, issued or approved by the Consortium, and shall submit them to the Chair for review.

The Consortium shall review and provide approval or approval with corrections to draft minutes. A transcript certified by the Co-Chairs, must be made available to the members of the Consortium and shall be kept on file within two weeks following each Consortium meeting.

Section 6.8 - Priority of Consortium Discussion

At any meeting of the Consortium, the Chair may give speaking priority to the members of the Consortium on any matter pending before the meeting. Members of the public may speak on issues related to Consortium business during the community input period as scheduled at each Consortium meeting. Such presentations may be subject to time limitations set by the Chair.

ARTICLE VII – OFFICERS

Section 7.1 - Election of Officers

Elections shall be held during the last scheduled meeting of the Consortium. Nominations for such elections will be held one meeting prior to that of the election.

Section 7.2 – Duties

A. The Co-Chairs

The Community and State Co-Chairs shall preside at all meetings of the Consortium and shall perform all other duties necessary or incidental to the position. Duties of the Co-Chairs are as follows:

- Coordination of any communications with state or federal officials;
- Reviewing and co-signing all documents and correspondence affecting the Consortium;
- Calling meeting to order on a timely basis;
- Facilitating meetings, maintaining semblance of order acting as sergeant-at-arms;
- Effective communications with all other Consortium members;
- Ensuring the Consortium agendas reflect both Care, Prevention, committee reports and necessary presentations;
- Management of the gallery at all Consortium meetings;
- Time management and focus within meetings; and
- Review and certification of meeting minutes.

B. Secretary

The Secretary of the Kansas HIV/AIDS CARE Consortium and shall be present for all Consortia meetings as well as all designated and emergency conference calls. The duties of the secretary will be as follows:

- Presentation, revision and documentation of minutes of previous meeting(s);
- Documentation of current meeting(s) including tracking of motions, votes and adherence to Roberts Rules of Order;
- Reviewing and co-signing all documents and correspondence affecting the Consortium;

Section 7.3 - Term of Office

The term of office for Community Co-Chair and Secretary shall commence on the first meeting following the meeting when the officer is elected, and shall be for two years. An officer may be re-appointed/or elected to an additional term; however, no elected or appointed officer shall hold any particular office for more than two consecutive terms.

Section 7.4- Vacancies

In the event of a vacancy in the office of the Community Co-Chair, the State Co-Chair shall assume the duties until the appointment of a new Community Co-Chair. The Consortium will take nominations during the current meeting and an election will occur at the next regularly scheduled meeting. Interim chair election shall commence if there is a simultaneous absence of the Community Co-Chair. The State Co-Chair can appoint acting Community Co-Chair for the current meeting only if the Community Co-Chair is absent and the position has not been filled during the following meeting.

In the event of a vacancy in the office of the Secretary, the Co-Chair will request a volunteer of the membership to assume the duties until the appointment of a new Secretary. The Consortium will take nominations during the current meeting and an election will occur at the next regularly scheduled meeting. Interim chair election shall commence if there is a simultaneous absence of the Secretary.

Section 7.5 - Removal of Officers

Any officer who fails to perform his/her duties as discussed in Section 7.4 shall be subject to removal. In addition, unreasonable conduct or behaviors that significantly interfere with the business of the Consortium may also be grounds for removal from office. Such a motion requires a second and a majority of a quorum of members voting in favor of the motion for it to pass. The vote to remove shall take place at the next regularly scheduled Consortium meeting. Consideration of the question to remove an officer will be based on written criteria developed by the Consortium. Removal of the officer shall require a two-third vote of a quorum of the Consortium members present at the meeting in which the vote is taken.

ARTICLE VIII - COMMITTEES

Section 8.1 – General

Standing committees and ad hoc committees of the Consortium may be created at any time to meet the operational needs of the Consortium. Each standing committee shall draft policy and operating procedures that are in accordance with these bylaws, and will require the final approval of the Consortium. Any such committee shall have such powers and duties, and its membership shall be constituted in accordance with these bylaws and specifically with Section 8.2 of these bylaws.

Section 8.2 - Committee Membership

A. Each Standing or ad hoc committee shall have a Chair who is a member of the Consortium. Additionally, each standing committee and ad hoc committee shall have a Co-Chair and Secretary who does not have to be a member of the Consortium. Diversity should be considered when making appointment.

B. Each office within the standing committee and ad hoc committee shall be elected annually, at a minimum to ensure diversity and dynamic of the committee.

C. Standing and ad hoc committee membership shall be drawn from the membership of the Consortium and from other interested parties. Only Consortium members have voting rights at the committee level. ~~Each committee shall have no fewer than four Consortium members.~~

Section 8.3 - Standing Committees

Standing committees meet regularly and report on their recommendations at each regular meeting of the Consortium. A member who is appointed to serve on an ad hoc committee may be granted a leave of absence from any standing committee or committees of whom he or she is a member, if it is necessary for the member to fulfill his or her obligations with respect to the ad hoc committee. Such leave shall be granted at the discretion of the Chair.

The Consortium shall have the following standing committees:

A. Steering Committee

The Steering Committee is responsible for ensuring the orderly and integrated progression of the Consortium's work. The Committee oversees the operations of the Consortium and recommends amendments to the bylaws as appropriate. It is composed of the officers of the Consortium. The Steering Committee may appoint other members when it deems necessary. The Steering Committee shall review and subsequently schedule standing and ad hoc committee recommendations to the full Consortium as action items requiring Consortium vote on the Consortium meeting agenda. The scope of the Steering Committee is noted in Attachment F.

In between sessions of the Consortium, the Steering Committee shall act on behalf of the Consortium. The Steering Committee will not change any order enacted by the Consortium nor will it amend the by-laws of the Consortium.

The Steering Committee will consist of up to twenty four (24) members. Each meeting will set aside time toward the election of new membership. If a seat is not filled, it will remain vacant until an eligible applicant is elected by the CAC at a subsequent meeting. Appropriate action will be taken to recruit nominees that reflect the economic, social, racial and ethnic, sexual orientation, and gender compositions of the populations served. Each agency shall have no more than one member on the Steering Committee during a term. There shall be a representative(s) seat(s) from the following ~~(See appendix F)~~:

1. Number of Members - Steering Committees

   The Steering Committee will consist of up to twenty-four (24) members. Each meeting will set aside time toward the election of new membership. If a seat is not filled, it will remain vacant until an eligible applicant is elected by the CAC at a subsequent meeting.

   Appropriate action will be taken to recruit nominees that reflect the economic, social, racial, and ethnic, sexual orientation, and gender compositions of the populations served. Each agency shall have no more than one member on the Consortium during a term.

   There shall be a representative(s) seat(s) from the following:

   a. AIDS Education Training Center (AETC) in the state
      a. One (1) seat shall be allocated
   b. Alcohol and Drug Abuse Treatment
      a. One (1) seat shall be allocated
   c. Community Co-chair of the Consortium
      a. One (1) seat shall be allocated
   d. Community-based organizations (CBO's) providing HIV/AIDS-related services
      a. Four (4) seats shall be allocated
   e. Community Planning Group (CPG)
      a. One (1) seat shall be allocated
   f. HIV-infected representatives
      a. Nine (9) seats shall be allocated

b. There shall be at least one from each CARE region in the state

c. If there is no one willing to serve from a region or regions, the CAC may elect at-large representatives to bring the total number of HIV+ members to nine

g. Housing Opportunities for Persons Living With AIDS (HOPWA)

a. One (1) seat shall be allocated

h. Local health department and/or member of the Kansas Association of Local Health Departments (KALHD)

a. One (1) seat shall be allocated

i. Ryan White Title III grantee within the state

a. One (1) seat shall be allocated

j. Ryan White Title I grantee within the state

a. One (1) seat shall be allocated

k. Social and Rehabilitation Services (SRS)

a. One (1) seat shall be allocated

l. Vendor/provider under the Kansas Department of Health and Environment (KDHE) Ryan White Title II CARE Program

a. One (1) seat shall be allocated

m. Ryan White Title II grantee co-chair from the KDHE (State Co-Chair)

a. One (1) seat shall be allocated

2. Vacancies and Expiration of Terms

The Membership Development Committee may initiate a solicitation and invitation to individuals to apply for Steering Committee membership to fill any vacancy occurring on the Steering Committee. Such invitations will occur in accordance with the policies and procedures of the Membership Development Committee. All vacancies occurring at times other than expiration of terms shall be filled as soon as possible. Nominees filling such vacancies shall be expected to serve out the balance of the term being filled commencing the date of appointment.

B. Medical Issues Committee

The Medical Issues Committee is responsible for the medical assessment of the Consortium. The outcome of their work will lead to the production of the Statewide Coordinated Statement of Need (SCSN) and the state's Comprehensive Plan. In order to accomplish this mission, it summarizes existing evaluation data and relates this data to the overall goals and objectives of the Consortium. The scope of the Medical Issues Committee is noted in Attachment E.

C. Case Management Committee

The Case Management Committee is responsible for the assessment and evaluative work of issues related to case management, transportation, emergency assistance, housing and psychosocial issues and report to the Consortium. The outcome of their work will lead to the

production of the Statewide Coordinated Statement of Need (SCSN) and the state's Comprehensive Plan. The scope of the Case Management Committee is noted in Attachment E.

D. Membership Development Committee

The Membership Development Committee recruits and sustains a diverse Consortium membership that is reflective of the various communities impacted by HIV/AIDS within the state. The Committee meets on a quarterly basis to assess overall participation on the Consortium. The scope of the Membership Development Committee is noted in Attachment E.

E. Consumer Advocacy Committee

The Consumer Advocacy Committee is responsible for enhancing the full participation of people living with or affected by HIV in planning and implementing programs by ensuring direct input from PLWH into all Consortium decision-making processes including: needs assessment, comprehensive planning, service delivery, quality assurance, resource allocation and prevention needs; supporting an improvement to the quality of care and treatment services affecting the lives of PLWH through advocacy, outreach, support ,education and training; and serving as a link to other Consortium committees and the Grantee regarding issues and policies affecting PLWH (consumers). The scope of the Membership Development Committee is noted in Attachment E.

Section 8.4 – Ad Hoc Committees

When necessary, the Consortium Chair may create ad hoc committees to address specific needs. In such instances, Consortium approval is required by majority vote. The Chair of an ad hoc committee shall be a member of the Consortium. An ad hoc committee must be composed of a minimum of three Consortium members appointed by the Consortium Chair. The recommendation to dissolve an ad hoc committee must be offered by the ad hoc committee Chair, or by the Consortium Chair, and approved by majority vote of the Consortium.

Section 8.5 - Meetings; Quorums for Committees

A majority of voting committee members shall constitute a quorum provided that there shall be no fewer than three voting members present. Each committee chair will be responsible for maintaining a current membership list of his/her committee, an attendance record for all meetings, accurate minutes that reflect the proceedings, and copies of all agendas. Committee minutes, records, and reports will be submitted to the Steering Committee on a quarterly basis for review, and will be maintained in the office of the CAC.

ARTICLE IX – REIMBURSMENT

Section 9.1 - State Representatives

A. All representatives of the State of Kansas and/or representatives present on behalf of a state agency will not be reimbursed by the Consortium for mileage, hotel and meals. It will be the responsibility of that agency to ensure appropriate reimbursement for time.

Section 9.2 - Non-State Representatives

A. The PHS policy allows for the reimbursement of reasonable and actual out-of-pocket expenses incurred by an individual solely as a result of attending a scheduled meeting. Only planning

council and consortia members are eligible for reimbursement of actual out-of-pocket expenses incurred as a result of attending scheduled meetings.

B. All non-state representatives of the Consortia are considered to be consultants and resources of the community-at-large of the State of Kansas. Consultants will be asked to utilize state agencies and/or contracted agencies of the state for travel in order to maximize resources.

C. All non-state representatives of the Consortia and members of the community will only be compensated at the noted rate if s/he is a member of the infected community and agrees with the stated mission of the Kansas HIV/AIDS CARE Consortium, noted in Article II.

D. The reimbursement rate will be as follows per the DSS Program Policy Guidance Number 9 (See APPENDIX E):

   a. Rates/Reimbursement NOT allowed:

      Vouchers, flat rates or other reimbursement structures that are not reimbursing for actual expenses.

   b. Rates/Reimbursement allowed:

      Reasonable and out-of-pocket expenses include transportation, meals, babysitting fees, and lost wages.

   c. Lost wage reimbursement are as follows:

      - Any consumer may request lost wages for sub-committee meetings as outlined in the CARE Act.
      - Consumers must submit a letter from their employer or recent pay stub that shows hourly earnings and that they were not compensated for the time missed due to sub-committee meeting.
      - Hourly earnings are only reimbursed for meetings that may be scheduled during their regular working hours.
      - Planning Council support staff may request an updated letter or pay stub from the consumer if necessary.

E. Reimbursement forms will be provided at the Kansas HIV/AIDS CARE Consortium Meeting along with pre-paid envelopes to the Kansas Department of Health and Environment.

F. Reimbursement will only be provided under the following conditions:

   a. Reimbursement forms have original receipts only for cases where receipts are available (toll fees, parking fees, lodging, etc.);

      i. Reimbursement for hotel stays will only be provided if authorized prior to the stay. This can be done by contacting the Kansas HIV/AIDS CARE Consortium central office at (785) 368-6567 or via email at mromo@kdhe.state.ks.us.

   b. Reimbursement forms with supporting documentation are submitted within ten days (10) of the actual meeting; and

   c. Only those consultants attending the duration of the meeting, including small work activities after the meeting, may not be reimbursed or reimbursed at a reduced fee. Exceptions may be made based on approval by the Co-Chairs.

      i. All mileage reimbursement will be verified through the Mapquest (www.mapquest.com).

ARTICLE X - CONFLICT OF INTEREST and GRIEVANCE POLICY

Section 10.1 - General Statement; Conflict of Interest

Health Resources and Services Administration (HRSA) defines conflict of interest as "an actual or perceived interest by a member in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. Any action, which could be seen as an attempt to influence the process for personal, organizational, or professional gain, should be included in a definition of conflict of interest. This bias, or appearance of bias, in the decision making process would reflect the dual role played by many members, who in addition to serving on the planning body are often affiliated with other organizations, either as an employee, a member, a board member, a volunteer, or in some other capacity. Conflict of interest occurs when an appointed or voting member has a direct or indirect fiduciary or other personal or professional interest in a decision or in the outcome of a vote. Conflict of interest also occurs when members use their positions for purposes that are—or appear to be—motivated by pursuit of private gain for themselves or their families, friends, or business associates.

The greatest challenges in conflict of interest occur when members are funded service providers who actively participate in all aspects of the planning process. Planning activities that may breed conflict of interest include:

- Prioritization of services
- Selection of service providers, and
- Funding decisions (*i.e.*, sole source or RFP (Request for Proposals)."

A. A Consortium member who serves as a director, trustee, or salaried employee, or who derives a financial or economic benefit from association with any agency that currently receives or is a current applicant for funds allocated by the Consortium, is deemed to have an "interest" in said agency. Conflict of interest does not refer to persons living with HIV or AIDS whose relationship to a grant funded service provider is as a client receiving services.

B. In order to prevent the existence, or the appearance of the existence, of a conflict of interest, a member so deemed to have an interest in an agency may not vote on matters that come before the Consortium or committees of the Consortium regarding the allocation of funds to service categories in which the associated agency seeks or has obtained funds. This shall not preclude such a member from voting on matters affecting a large group of entities or individuals including the one in which he or she has an interest. Such a member shall not, however, vote on a matter affecting only the particular entity or individual he or she has an interest or a small group of entities or individuals including such particular entity or individual.

C. This policy shall not be construed as preventing any member of the Consortium from full participation in discussion and debate about community needs, service priorities, and allocation of funds to broad service categories, and the process from and results of evaluation of service effectiveness. Rather, individual members are expected to draw upon their lay and professional experiences and knowledge of the HIV service delivery system and to disclose verbally any potential conflicts of interest at the beginning of such discussion.

D. Each Consortium member shall complete a Disclosure Statement annually. When there is a change in the Consortium member's affiliations, he or she shall update his or her Disclosure Statement.

E. All members of the Consortium are expected to assist in keeping the Consortium focused on directing funds to meet the needs of individuals affected by the HIV epidemic, and to further prevention and education efforts, in the most expeditious manner possible without undue regard to the benefit to specific agencies or programs.

Section 10.2 - Limit on Number of Consortium Members with an Interest

At any given time, the number of Consortium members deemed to have an interest, as is defined in Article IX, Section 9.1, of these bylaws, in an agency or agencies shall not exceed thirty-three percent of the total number of Consortium members authorized.

ARTICLE XI - OFFICIAL COMMUNICATIONS AND REPRESENTATIONS

No officer or member of the Consortium shall act or make any statement(s) or communication(s) under circumstances that might reasonably give rise to an inference that he/she is representing the Consortium including, but not limited to communications on Consortium stationery or public acts, statements, or communications in which he/she is identified as representing the Consortium, except under one or more of the following circumstances:

1. Conducting the day-to-day business of the Consortium and in accordance with these bylaws;
2. Taking an action or issuing a communication which is clearly within the policies of the Consortium or pursuant to a resolution of the Consortium, or which has been otherwise authorized in advance by the Consortium;
3. Taking an action or issuing a communication when such action or communication on the part of the Consortium Chair or the chair of any committee is necessary for and incidental to the discharge of duties imposed on such individual by these bylaws or by a resolution of the Consortium; or
4. Issuing a communication addressed to other members of the Consortium or to its staff.

ARTICLE XII - MAINTENANCE OF RECORDS

Consortium staff shall maintain tapes and records, files containing Consortium minutes, and correspondence. Copies of public documents shall be supplied upon request.

ARTICLE XIII - AMENDMENTS

The Consortium shall have the power to recommend alterations, amendments, or the repeal of these bylaws at any meeting at which a quorum is present, providing that written notice of the proposed change is given at least ten days prior to such meeting. A two-third vote of the quorum is required to pass any amendment of the bylaws.

These bylaws may be amended or revised at any CAC meeting, provided that written notice of the proposed action is given in the call to the meeting. Amendments and revisions will be accepted upon approval of a two-thirds (2/3) vote of the members present.

ARTICLE XIV – RATIFICATION

These bylaws shall go into effect upon the two-third-majority vote of the quorum of the Consortium.

ARTICLE XV – DISSOLUTION OF THE CAC:

In the event of dissolution or termination, no member, steering committee member, or employee of the Consortium shall receive any assets of the Consortium other than as reasonable compensation for

services rendered or in repayment of sums loaned or advanced to the Consortium. Funds or property remaining in the holdings of the Consortium upon its dissolution shall be donated to a charitable organization of the membership's choosing.

ATTACHMENT A

DEFINITIONS AND ACRONYMS

Agency: An organization that provides service to the HIV/AIDS population.

AETC: AIDS Educational Training Center

AIDS: Acquired Immune Deficiency Syndrome – A disease of the immune system characterized by increased susceptibility to opportunistic infections, as pneumocystis carinii pneumonia and Candidiasis, to certain cancers, as Kaposi's sarcoma, and to neurological disorders; caused by a retrovirus and transmitted chiefly through blood or blood products that enter the body's bloodstream, especially by sexual contact or contaminated hypodermic needles.

CARE: Comprehensive AIDS Resources Emergency Act- The Federal legislation created to address the health care and service needs of people living with HIV/AIDS (PLWH) disease and their families in the United States and its Territories. The CARE Act was enacted in 1990 (Public Law 101-381) and reauthorized in 1996 as the Ryan White CARE Act Amendments of 1996.

MAI: Minority AIDS Initiative; formerly Congressional Black Caucus (CBC)

CBO: Community-Based Organization

CDC: Centers of Disease Control – The Department of Health and Human Services agency that administers the HIV/AIDS prevention programs, including the HIV Prevention Community Planning process, among other programs. The CDC is responsible for monitoring and reporting infectious diseases, administers AIDS surveillance grants and publishes epidemiological reports such as the HIV/AIDS Surveillance Report.

CPG: Community Planning Group

EMA: Eligible Metropolitan Area – The geographic area eligible to receive Title I CARE Act funds. The Census Bureau defines the boundaries of the eligible metropolitan areas. AIDS cases reported to the Centers for Disease Control and Prevention determines eligibility. Some EMA's include just one city and others are composed of several cities and/or counties. Some EMA's extend over more than one State.

HIV: Human Immunodeficiency Virus - The entire spectrum of natural history of the human immunodefiency virus, from post infection to the clinical definition of AIDS.

HRSA: Health Resources and Services Administration – The Department of Health and Human Services agency that is responsible for the Ryan White CARE Act.

PLWH: Persons Living with HIV or AIDS - A form of reference preferred by many people with AIDS.

SCSN: Statewide Coordinated Statement of Need – A written statement of need for the entire State developed through a process designed to collaboratively identify significant HIV issues and maximize CARE Act program coordination. The SCSN is legislatively mandated and the process is convened by the Title II grantee, with equal responsibility and input by all programs.

STD: Sexually Transmitted Disease – Infections spread by the transfer of organisms from person to person during sexual contact.

Title I: The part of the CARE Act that provides emergency assistance to localities disproportionately affected by HIV epidemic.

Title II: The part of the CARE Act to enable States to improve the quality, availability, and organization of health care and support services to individuals with HIV and their families.

Title III: The part of the CARE Act to support primary medical care early intervention services of people with HIV disease through grants to service organizations.

Title IV: The part of the CARE Act to support research and services for pediatric HIV patients and their families.

ATTACHMENT B

CERTIFICATE OF CO-CHAIRS

We, the undersigned, do hereby certify:

1. That we are duly elected co-chairs of the Kansas HIV/AIDS Care Advisory Consortium; and

2. That the foregoing bylaws constitute the amended and restated bylaws of the CAC as duly adopted at a regular meeting of the Kansas HIV/AIDS CARE Advisory Consortium duly held on _____.
(date of meeting)

IN TESTIMONY WHEREOF, we have hereunto subscribed our names this _____ day of _____, 20 _____ .

_____ _____
Community Co-Chair Signature

_____ _____
Grantee Co-Chair Signature

_____ _____
Witness (Secretary) Signature

_____ _____
Witness (Member-At-Large) Signature

ATTACHMENT C

Member Profile Conflict of Interest Disclosure Form

Name _____

Address _____

_____

Phone _____

Fax _____

Email _____

Demographic Information

(This information is voluntary and will not be identified with the member. This information is for determining population of membership only)

Gender	☐	Female	☐	Male	☐	Transgendered				
Race (Check All That Apply)	☐	African American	☐	Asian	☐	White				
	☐	American Indian/Alaskan Native	☐	Native Hawaiian/Pacific Islander						
Ethnicity	☐	Hispanic/Latino (a)	☐	Non- Hispanic/Latino (a)						
Age	☐	<20	☐	20 - 29	☐	30 - 39	☐	40 - 49	☐	50 +

Group Affiliations (Check All That Apply)

(M = Member of this group; A = Advocate for this group; S = Qualified to speak on behalf of this group)

	M	A	S
Agency, Type:			
AIDS Service Organization (ASO)			
Caregiver of PLWH/A			
Corrections Facility			
Local Public Health Department			
Non-AIDS Specific Social Service Organization			
Non-Elected Community Leader			
Organization Primarily Serving Women/Infants/Children			
Person Living With HIV/AIDS (PLWH/A)			
Provider, Type			
Ryan White CARE Act Grantee, Type:			
Other:			

Member Profile Conflict of Interest Disclosure Form (Cont.)

The Kansas HIV/AIDS CARE Consortium defines conflict of interest as an actual or perceived interest by a member in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. Any action, which could be seen as an attempt to influence the process for personal, organizational, or professional gain, should be included in a definition of conflict of interest. This bias, or appearance of bias, in the decision making process would reflect the dual role played by many members, who in addition to serving on the planning body are often affiliated with other organizations, either as an employee, a member, a board member, a volunteer, or in some other capacity. Conflict of interest occurs when an appointed or voting member has a direct or indirect fiduciary or other personal or professional interest in a decision or in the outcome of a vote. Conflict of interest also occurs when members use their positions for purposes that are—or appear to be—motivated by pursuit of private gain for themselves or their families, friends, or business associates. (See Article X)

Please list the name of any organization, business or group that you, an immediate family member or member of your household are associated with as a member (M), volunteer (V), board member (BM), or paid staff (S) that may receive any HIV/AIDS care funds from local, state or federal government resources.

Organization/Business/Group	Self				Family or Household			
	M	V	BM	S	M	V	BM	S

The signature below indicates that the information noted in the "Member Profile and Conflict of Interest Disclosure" is accurate to the best of my knowledge. Additionally, I have been presented with a copy of the most current Kansas HIV/AIDS CARE Advisory Consortium By-Laws and understand my responsibilities as a member of the Consortium. Any changes in regards to my profile and conflict of interest will be updated through submission of an updated "Member Profile and Conflict of Interest Disclosure" Form.

_____ _____

(Signature of the Consultant) (Date)

ATTACHMENT D

Consultant Reimbursement Form
Bureau of Epidemiology and Disease Prevention
Kansas Department of Health and Environment

Please reimburse the following consultant in the amount indicated:

Name: _____

Address: _____

_____

Social Security or FEIN: _____
(If payment is to be made to an organization, please indicate that with their tax identification number)

Meeting/Where: _____

Starting Location	Destination	Odometer Start	Odometer End	Total Mileage Reimbursement [1]		Toll Fees (If Applicable)	Other Fees [2] (If Applicable)	Total Reimbursement
				-	-	-	-	-
				-	-	-	-	-
				-	-	-	-	-
				-	-	-	-	-
TOTAL REIMBURSEMENT				-	-	-	-	-

[1] Current mileage reimbursement is .34/mile (7/06)

[2] Other Fees include Babysitting Fees, Lost Wages, Lodging, etc.

I hereby certify that the travel and/or expenses above were duly ordered, on official business, under the authority of law, and that the amount therein claimed is correct and will not be reimbursed by other parties. I also hereby allow Ryan White Title II CARE Program Staff to make changes to this submission based on inaccurate calculations or loss of federal funding.

_____ _____
(Signature of the Consultant) (Date)

DATE RCVD	CORRECTIONS	DATE PROCESSED	PO NMBR	AMOUNT REIMBURSED

(SAMPLE)

Consultant Reimbursement Form
Bureau of Epidemiology and Disease Prevention
Kansas Department of Health and Environment

Please reimburse the following consultant in the amount indicated:

Name: John Doe

Address: 123 Elm Street

Smallville, KS 67000

Social Security or FEIN: 123-45-6789
(If payment is to be made to an organization, please indicate that with their tax identification number)

Meeting/Where: Metropolis, KS

Starting Location	Destination	Odometer Start	Odometer End	Total Mileage Reimbursement [1]		Toll Fees (If Applicable)	Other Fees [2] (If Applicable)	Total Reimbursement
Smallville, KS	Metropolis, KS	12345	12394	49	16.66	2.50	-	35.82
Metropolis, KS	Smallville, KS	12394	12443	49	16.66	2.50	-	35.82
TOTAL REIMBURSEMENT				98	33.32	5.00	-	38.32

[1] Current mileage reimbursement is .34/mile (7/06)

[2] Other Fees include Babysitting Fees, Lost Wages, Lodging, etc.

I hereby certify that the travel and/or expenses above were duly ordered, on official business, under the authority of law, and that the amount therein claimed is correct and will not be reimbursed by other parties. I also hereby allow Ryan White Title II CARE Program Staff to make changes to this submission based on inaccurate calculations or loss of federal funding.

(Signature of the Consultant) (Date)

DATE RCVD	CORRECTIONS	DATE PROCESSED	PO NMBR	AMOUNT REIMBURSED

APPENDIX E

DSS Program Policy Guidance Number 9:

Guidelines for Reimbursement of Individuals Serving on a Ryan White Title I Planning Council and/or Title II Consortium

(Formerly a Program Guidelines Memorandum. Issued in January of 1997 and 2000, June 1, 2000)

The Public Health Service (PHS) Grants Policy Statement provides guidance on reimbursable costs to members of consumer/provider boards for participation in planning council consortium, and/or associated grantee meetings. The PHS policy allows for the reimbursement of reasonable and actual out-of-pocket expenses incurred by an individual solely as a result of attending a scheduled meeting.

The PHS Grants Policy Statement is the basis for these policies. Only planning council and consortia members are eligible for reimbursement of actual out-of-pocket expenses incurred as a result of attending scheduled meetings. Vouchers, flat rates, or other reimbursement structures that are not reimbursing for actual expenses are not allowable. Reasonable and out-of-pocket expenses include transportation, meals, babysitting fees, and lost wages. Funds for supplies, telephone, and facsimile charges must be included in the appropriate line item of the planning council or consortium budget.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money,
2. The dollar amount of Federal funds for the project or program, and
3. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ATTACHMENT F

POTENTIAL DUTIES AND RESPONSIBILITIES OF STANDING COMMITTEES

The below noted information is provided as a guidance material for individuals interested in or participating on standing committees of the CAC. These standing committees are as follows:

- Steering Committee;
- Membership Development;
- Medical Issues;
- Case Management; and
- Consumer Advocacy

Steering Committee — Article VIII Section 8.3

The Steering Committee is responsible for ensuring the orderly and integrated progression of the Consortium's work. The Committee oversees the operations of the Consortium and recommends amendments to the bylaws as appropriate. It is composed of the officers of the Consortium. The Steering Committee may appoint other members when it deems necessary. The Steering Committee shall review and subsequently schedule standing and ad hoc committee recommendations to the full Consortium as action items requiring Consortium vote on the Consortium meeting agenda. The scope of the Steering Committee's work includes:

- Meeting to plan and coordinate the meetings of the full Consortium;
- Identifying and delegating committee tasks and assignments;
- Working with Consortium support staff and representatives of the Grantee to develop work plans to assist the Consortium in accomplishing its work in a timely manner and in compliance with all administrative deadlines; and
- Completing additional work as necessary to assure that the Consortium carries out its charge.

Membership Development — Article VIII Section 8.3

The Membership Development Committee recruits and sustains a diverse Consortium membership that is reflective of the various communities impacted by HIV/AIDS within the state. The Committee meets on a quarterly basis to assess overall participation on the Consortium. The scope of the Membership Development Committee's work includes:

- Working with staff support to the Consortium to identify and plan for orientation and training needs of current and potential Consortium members;
- Developing the leadership potential of the Consortium membership through knowledge-based and skills-based training initiatives;
- Ensuring that at least one PLWH member is also actively involved as a member of one of the standing committees of the Consortium so that each of the standing committees of the Consortium has a PLWH member in regular attendance;

- Working with staff support to the Consortium to ensure strong representation by people with HIV/AIDS, vulnerable populations within the state, and residents from the various regions of the state;
- Reviewing the membership roster of the Consortium on a quarterly basis to prevent and address member attrition; and
- Reviewing attendance records and committee participation, and notify any member who is in jeopardy of forfeiting his/her membership. Notification shall also be sent to the Co-Chairs for presentation to the Consortium.

Medical Issues — Article VIII Section 8.3

The Medical Issues Committee is responsible for the medical assessment of the Consortium. The outcome of their work will lead to the production of the Statewide Coordinated Statement of Need (SCSN) and the state's Comprehensive Plan. In order to accomplish this mission, it summarizes existing evaluation data and relates this data to the overall goals and objectives of the Consortium. The scope of the Medical Issues Committee work shall include but not be limited to:

- Establishing and implementing mechanisms to ensure community input on service needs;
- Ensuring that a pathway to better integration of HIV care with the larger safety net system for uninsured and underinsured is realized;
- Identifying and recommending to the Consortium areas of medical priority for evaluation;
- Define and recommend potential evaluation projects on a yearly basis;
- Coordinating medical treatment seminars to educate consumers about different treatment options, medical updates and other health related issues.
- Identifying best practice models of outreach and service to historically hard to reach populations and provide the Consortium with recommendations on how best to meet need.

Case Management — Article VIII Section 8.3

The Case Management Committee is responsible for the assessment and evaluative work of issues related to case management, transportation, emergency assistance, housing and psychosocial issues and report to the Consortium. The outcome of their work will lead to the production of the Statewide Coordinated Statement of Need (SCSN) and the state's Comprehensive Plan. The scope of the Case Management Committee work shall include but not be limited to:

- Conducting an assessment of the service needs of people with HIV;
- Establishing and implementing mechanisms to ensure community input on service needs;
- Ensuring that the grantee requires funded service providers and contractors establish client grievance procedures and assuring that clients are aware of these procedures and how to use them;

- Ensure that a pathway to a continuum of care is attained through better integration of prevention and care;
- Ensuring that a pathway to better integration of HIV prevention, and care with the larger safety net system for uninsured and underinsured is realized;
- Identifying and recommending to the Consortium areas of priority for evaluation;
- Defining and recommending evaluation projects on a yearly basis;
- Identifying traditionally underserved and/or hard to reach populations;
- Creating liaisons and/or relationships within the traditionally underserved and hard to reach populations; and
- Identifying best practice models of outreach and service to historically hard to reach populations and provide the Consortium with recommendations on how best to meet need.

Consumer Advocacy — Article VIII Section 8.3

The Consumer Advocacy Committee is responsible for enhancing the full participation of people living with or affected by HIV in planning and implementing programs by ensuring direct input from PLWH into all Consortium decision-making processes including: needs assessment, comprehensive planning, service delivery, quality assurance, resource allocation and prevention needs; supporting an improvement to the quality of care and treatment services affecting the lives of PLWH through advocacy, outreach, support ,education and training; and serving as a link to other Consortium committees and the Grantee regarding issues and policies affecting PLWH (consumers). The scope of work of the Consumer Advocacy Committee includes:

- Developing a mentoring program for all Consortium members, with particular attention being given to new HIV positive members;
- Developing a recruitment plan to attract HIV Positive individuals, as well as individuals affected by HIV, to Consortium membership;
- Establishing a peer education program to serve as peer educators to high-risk groups about HIV;
- Establishing a patient advocacy program to obtain consumer input and support patient outreach and education; and
- Developing an outreach program to inform consumers about available services and opportunities to participate in the Consortium.

ATTACHMENT G

STEERING COMMITTEE COMPOSITION

The Steering Committee will consist of up to twenty-four (24) members. Each meeting will set aside time toward the election of new membership. If a seat is not filled, it will remain vacant until an eligible applicant is elected by the CAC at a subsequent meeting.

Appropriate action will be taken to recruit nominees that reflect the economic, social, racial, and ethnic, sexual orientation, and gender compositions of the populations served. **Each agency shall have no more than one member on the Consortium during a term.** There shall be a representative(s) seat(s) from the following:

REPRESENTATION	NMBR OF SEATS
AIDS Education Training Center (AETC) in the state	One (1) seat
Alcohol and Drug Abuse Treatment	One (1) seat
Community Co-chair of the Consortium	One (1) seat
Community-based organizations (CBO's) providing HIV/AIDS-related services	Four (4) seat
Community Planning Group (CPG)	One (1) seat
HIV-infected representatives	Nine (9) seat
▪ There shall be at least one from each CARE region in the state	
▪ If there is no one willing to serve from a region or regions, the CAC may elect at-large representatives to bring the total number of HIV+ members to nine	
Housing Opportunities for Persons Living With AIDS (HOPWA)	One (1) seat
Local health department and/or member of the Kansas Association of Local Health Departments (KALHD)	One (1) seat
Ryan White Title III grantee within the state	One (1) seat
Ryan White Title I grantee within the state	One (1) seat
Social and Rehabilitation Services (SRS)	One (1) seat
Vendor/provider under the Kansas Department of Health and Environment (KDHE) Ryan White Title II CARE Program	One (1) seat
Ryan White Title II grantee co-chair from the KDHE (State Co-Chair)	One (1) seat